

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE 1		OF 2		PAGES	
2. AMENDMENT/MODIFICATION NUMBER P00012			3. EFFECTIVE DATE 03/07/2023		4. REQUISITION/PURCHASE REQUISITION NUMBER 1300852226			5. PROJECT NUMBER (If applicable) N/A			
6. ISSUED BY Office of Naval Research 875 N. Randolph St Arlington, VA 22203-1995			CODE N00014		7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly, VA 20151			CODE S2404A		SCD C	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) ALLEGIENT DEFENSE, INC. 4401 N. Fairfax Dr., Ste 321 Arlington, Virginia 22203-1600						<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER			
						<input type="checkbox"/>		9B. DATED (SEE ITEM 11)			
						<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER N0017819D7025/N0001419F3500			
CODE 61YD3						FACILITY CODE 962943887		10B. DATED (SEE ITEM 13) 09/22/2019			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a); FAR 52.232-22 Limitation of Funds; FAR 52.243-2 Alt I

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gerard Zeitler, Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) shawn ryan , Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Gerard Zeitler (Signature of person authorized to sign)	15C. DATE SIGNED 03/03/2023	16B. UNITED STATES OF AMERICA /s/shawn ryan (Signature of Contracting Officer)	16C. DATE SIGNED 03/07/2023

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Section C - Description/Specifications/Statement of Work

1.0 Background

The Office of Naval Research (ONR) coordinates, executes and promotes the science and technology programs of the United States Navy and Marine Corps through schools, universities, government laboratories and non-profit and for-profit organizations. ONR formulates and executes the Naval Science and Technology (S&T) portfolio to address the most responsible and promising technology opportunities and solutions in both basic and applied science; transitions the most useful technologies to Acquisition and the Warfighter; and provides technical advice and information to the Chief of Naval Operations, the Secretary of the Navy, and the Department of Defense.

ONR 33 ManTech is responsible for managing the Navy Manufacturing Technology Program for the Department of Navy. The overall objective of the Navy ManTech program is to improve the affordability and readiness of Department of Navy systems by executing manufacturing initiatives that address the entire weapon system life cycle and that enable the timely transition of technology to industry. DoD Directive 4200.15 defines the scope of the ManTech program.

2.0 Statement of Work

The objective of this effort is to provide support to the planning and execution of the Navy ManTech program. The program is managed by the Office of Naval Research and provides for the development of enabling manufacturing technology and focuses on the transition of this technology to the defense industry. Navy ManTech is currently primarily addressing shipbuilding and aircraft affordability. Reducing the acquisition cost of current and future platforms is a critical goal of the Navy and ManTech aids in achieving this goal by developing and transitioning key manufacturing technologies. The engineering and technical support for ManTech assists in all activities of program budgeting and execution except technical project work. All technical projects funded by Navy ManTech are executed through the 7 Centers of Excellence covering the breadth of Navy production technologies.

2.1 Objective

The proposed work is to assist ONR Code 33 MT personnel in overall planning and execution of the Navy Manufacturing Technology Program. This program centers around Department of Defense Weapon systems and supports strategically targeted acquisition platforms. The specific activities currently identified are detailed in the following sections, however, activities within the general area of industrial base support may be identified for support under this contract.

2.2 Scope

The scope of work includes all of the items described in detail in section 2.3. This work entails supporting the ManTech Division in a variety of areas including program planning and support, budgetary and financial support, technical program officer support, coordination with other defense services and agencies, program and project documentation, and outreach efforts.

2.3 Technical Tasks/Requirements

The contractor's support tasks shall include:

2.3.1 Program Planning and Support.

To help ensure a successful Navy ManTech Program, the contractor shall:

- Assist the Navy ManTech Program Office in the development and execution of the annual program.
- Analyze Navy budget documentation to identify key programs and assist in the identification of potential ManTech needs/opportunities related to these programs.
- Assist Program Office in preparing and disseminating Program guidance.
- Prepare and update program-level documentation as required.
- Coordinate project technical and financial information with Centers of Excellence (COEs) and other executing activities, as required, to assist in the accomplishment of program goals.
- Develop and prepare briefings, presentations, and any documentation to support unplanned data calls.
- Participate, as appropriate, in ManTech Director meetings.
- Assist in responses to Congressional and other inquiries.
- Provide planning, technical, and logistical support for meetings, workshops, and conferences, including detailed minutes, action items, attendee listings, notifications, on-site pre- and post-conference support, website and presentation/workshop content development as necessary.
- Coordinate and provide logistical support for the exhibition of the Navy ManTech Program booth at required workshops and conferences such as the Defense Manufacturing Conference (DMC) and ShipTech.
- Contractor shall prepare and maintain standard operating procedures (SOPs) for recurring Navy ManTech program support tasks.

Deliverables for this SOW area include presentations, SOPs, spreadsheets, reports and meeting minutes. These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

2.3.2 Budgetary and Financial Support

The contractor shall:

- Initiate financial transactions in the ONR financial systems, currently Navy ERP, to execute Program Office funding. Includes generation and tracking of procurement requests and contracting requests for internal and outside source funds.
- Assist the Navy ManTech Program Office in the development of a cohesive budget, including technical analysis, financial analysis, program impact, and alternatives.
- Aide the Navy ManTech Program Office in developing annual budget inputs.
- Assist the Navy ManTech Program Office in maintaining and updating program level and project level financials and expenditures.
- Develop and maintain expenditure estimates for 3 ONR manufacturing program elements in 6.1, 6.2 and 6.3 budget activities based on inputs from ManTech COEs and other performers.

- Prepare budget/financial materials such as spreadsheets, reports, analyses, briefings, etc.

Deliverables for this SOW area include presentations, spreadsheets, and reports. These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

2.3.3 Program Officer Support for Center of Excellence Programs

The contractor shall:

- Assist the Navy ManTech Program Officers in the development and execution of their programs.
- Assist in the assessment of the technical and financial status of projects as required.
- Coordinate with the COEs or executing activities as required.
- Participate in meetings with the Program Officer as appropriate.

Deliverables for this SOW area include presentations, spreadsheets, reports and meeting minutes. These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

2.3.4 Coordination with Other Services, Agencies, and Industry

As a part of the Navy ManTech requirement for joint service and agency cooperation, the contractor shall provide support to the Joint Defense Manufacturing Technology Panel (JDMTP) as follows:

- Assist the Navy ManTech Director in role of JDMTP Chairman when required.
- Assist the Navy ManTech Director in the Navy’s role as a Panel Principal.
- Assist in the coordination of Navy ManTech with the other Panel Principals and the OSD representative to the Panel.
- Assist in the coordination of work at the 4 JDMTP sub-panels (Metals, Composites, Electronics and Advanced Manufacturing Enterprise).
- Provide support to subpanel chairs in organizing subpanel activities when Navy has that role. Plan for up to 2 of 4 subpanels in any year.
- Facilitate communication between the JDMTP and industry stakeholders.
- Participate in annual DMC planning and coordinate with industry recommending topics of interest and coordinating industry speakers as necessary.
- Submit Navy input as required to support the DoD ManTech web site.

Deliverables for this SOW area include presentations, spreadsheets, reports and meeting minutes. These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

2.3.5 Program and Project Documentation.

To provide accurate and timely program information, the contractor shall:

- Assist in the collection and dissemination of Navy ManTech Program information.
- Maintain the database and central repository of controlled Unclassified Navy ManTech program and project information such as project objectives and status, project documentation, and success stories. This task also requires the ability to house and disseminate limited access information such as DoD and contractor only information and export-controlled information.
- Maintain and secure a public-facing web application allowing remote access to the database and repositories for Navy ManTech program and project information. This application must be in compliance with DoD, DoN and ONR information assurance rules and regulation.
- Utilize information to assist Program Office and Program Officers in generating technical reports and in answering emergent taskings as required.
- Address associated issues such as remote access, security, and proprietary data as required and ensure compliance with DoD and ONR Information Assurance regulations.
- Collect necessary information and develop the annual Navy ManTech Transition-Implementation Report. This report contains a listing of projects with results implemented during the fiscal year and catalogs what technology was implemented and where it is in use.
- Develop and maintain platform affordability reports. These spreadsheets capture the cost savings estimates for all projects in each platform portfolio (DDG-51, LCS, JSF etc.). Reports must be updated every 6 months with input from the ManTech COEs, Program Officers, acquisition programs and industry.
- Develop and maintain project level implementation risk assessments. These assessments capture the key implementation risks for each project so status and mitigation can be addressed every 6 months at platform program reviews.

Deliverables for this SOW area include presentations, spreadsheets, reports and risk assessments. These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

2.3.6 Navy ManTech Program Publications and Documentation and Outreach

The contractor shall:

- Develop reports, directories and brochures as required. These may include the Navy ManTech Project Book, the Points of Contact Directory and various other program publications
- Provide input to ONR website content manager to update the Navy ManTech web site on ONR’s public site.

Deliverables for this SOW area include presentations, spreadsheets, reports, Navy ManTech Project Book, Navy ManTech Points of Contact Directory These documents are described in more detail in paragraph 4.0 “Reports, Data, and Other Deliverables”, as well as in Exhibit A – Contract Data Requirements List (CDRL).

3.0 Personnel Qualifications:

3.1 ManTech Support Manager (Off-Site) 1 FTE – (expected) Key Personnel

This position is intended to provide both working level support and overall program management of the Contractor’s team.

The individual shall possess:

- A SECRET level security clearance
- A Bachelor's degree in engineering or science from an accredited college or university
- Possess at least 15 years of experience working in and detailed knowledge of the DoD industrial base programs.
- Possess at least 15 years of experience in development of policy and procedures, identification of industrial requirements, and DoD manufacturing technology analysis.
- Possess recent (last 5 years) knowledge of the organizations, personnel, and procedures within the DoD, other government agencies and industry which deal with DoD manufacturing technology.
- Possess recent (last 5 years) knowledge of DoD acquisition and budgeting processes.

3.2 Senior Industry Specialist (Off-Site) .75 FTE – (expected) – Key Personnel

Each individual shall possess:

- A SECRET level security clearance
- **A Bachelor's degree in engineering or science from an accredited college or university**
- **A Master's degree in engineering, science, or relevant industrial focus from an accredited college or university**
- Possess at least 10 years of experience in DoD manufacturing technology and industrial base analysis area.
- Possess at least 15 years of experience with both Navy R&D and production of Navy weapon systems and components.
- Possess at least 10 years of experience and knowledge of the Navy acquisition process.
- Possess recent (last 5 years) experience developing and applying implementation risk analysis.
- Possess demonstrated experience developing quantitative metrics to address program performance.
- Possess recent (last 5 years) experience working independently with senior DoD acquisition or industrial base personnel.

3.3 Senior Scientist (Off-Site) .25 FTE – (expected) is revise per P00006 as follows:

Each individual shall possess:

- A SECRET level security clearance
- ~~PhD in engineering or science from an accredited college or university~~
- Possess at least 15 years of experience in the development, acquisition, manufacturing and test plans of defense related weapons systems
- Possess at least 10 years of experience in and knowledge of the DoD industrial base programs.
- Demonstrated experience in the application of scientific principles and processes to the development of advanced production capabilities.
- Demonstrated knowledge of the evaluation of proposed engineering solutions, and the modeling of complex systems such as factories, or industrial sectors.

3.4 Senior Program Analyst 2 FTEs – (expected) (1 Off-site, 1 On-site)

Each individual shall possess:

- A SECRET level security clearance.
- Bachelor's degree from an accredited college or university
- Experience using Navy ERP (At least 1 of 2 candidates must possess this experience)
- Experience supporting DoD S&T efforts.
- Demonstrated knowledge of the Navy acquisition process
- One of the candidates shall have recent (last 5 years) experience in creation of procurement requests in enterprise resource planning systems.
- Possess at least 10 years of experience producing high-quality written deliverables for organizational newsletters, program publicity documents and event handouts communicating complex program and policy information.

3.5 Software Engineer 1 FTE – (expected) (1 Off-site)

Each individual shall possess:

- A SECRET level security clearance.
- Experience in database administration
- Bachelor's degree in engineering or science from an accredited college or university
- Possess at least 2 years of experience in the application of engineering principles, procedures, development, and maintenance of information systems/software.
- Possess at least 2 years of experience in cloud hosted database management through the Navy mandated SPAWAR Data Center and Application Optimization (DCAO) office.
- Demonstrated knowledge of DoD and DoN Security and Technical Implementation Guidelines and Risk Management Framework (RMF) and ability to acquire and maintain required security approvals.

3.6 Engineer I 2 FTEs – (1 expected, 1 optional) (1 Off-site, 1 On-site)

Each individual shall possess:

- A SECRET level security clearance.
- Bachelor's degree in engineering or science from an accredited college or university
- Possess at least 5 years of experience in the application of engineering principles and procedures to the design, development, or acquisition of defense or commercial products
- Demonstrated experience in and knowledge of manufacturing technology
- Demonstrated knowledge of the goals, mission and procedures of defense industrial base programs.

3.7 Engineer II 1 FTE (1 Off-site) – (optional)

Each individual shall possess:

- A SECRET level security clearance.
- Bachelor's degree in engineering or science from an accredited college or university
- Possess 2 years of experience in the application of engineering principles and procedures to the design, development, or acquisition of defense or commercial products
- Demonstrated experience in the area of manufacturing technology

3.8 Business Specialist (On-Site) 1 FTE – (expected) Key Personnel

Each individual shall possess:

- A SECRET level security clearance.
- Experience in Navy ERP
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- Demonstrated experience in business aspect of program management.
- Possess a minimum of 5 years of experience in creation of procurement requests in Navy ERP.
- Possess demonstrated experience applying analytical techniques to resolve issues.

3.9 Definitions of Words and Terms:

Technical Fields include the following:

- Engineering – any discipline
- Mathematics
- Sciences – including Biology, Chemistry, Computer Science and Physics

3.10 FTE Summary Table:

Job Category	FTE(s)	Number of People Sought	Anticipated Work Location (Gov't Site/Contractor Site)
ManTech Program Manager	1	1 FTE = 1 qualified individual, full time	Contractor Site (Expected)
Senior Industry Specialist	.75	.75 FTEs = 1 qualified individual, part time	Contractor Site (Expected)
Senior Scientist	.25	.25 FTEs = 1 qualified individual, part time	Contractor Site (Expected)
Senior Program Analyst	2	2 FTE = 2 qualified individuals, full time	1 Gov't Site (Expected) 1 Contractor Site (Expected)
Software Engineer	1	1 FTEs = 1 qualified individual, full time	Contractor Site (Expected)
Engineer I	2	2 FTEs = 2 qualified individuals, full time	1 Gov't Site (Expected) 1 Contractor Site (Optional)
Engineer II	1	1 FTE = 1 qualified individual, full time	Contractor Site (Optional)

Business Specialist	1	1 FTE= 1 qualified individual, full time	Gov't Site (Expected)
Total	9 FTEs		

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Note 1: 1 FTE is equivalent to 1920 labor hours

Note 2: The FTEs labeled as “Expected” are positions to be filled at task order award. The FTEs labeled as “Optional” are positions that may be filled after task order award by exercise of an option.

Note 3: Expected FTEs are to report the first day of task order performance. The government may exercise the option for Optional FTEs by providing written notice to the Contractor no later than thirty (30) days before the beginning of the option period for which the optional FTEs are required.

4.0 Reports Data and Other Deliverables

The following deliverables are required to support this task order. Electronic submission is encouraged for all reports, presentations, and support documents, unless otherwise directed by the COR and shall be provided to the COR and, as directed, the Contracting Officer and Contract Specialist.

4.1 Monthly Reports

(a) The contractor shall provide a Monthly Technical Progress Report to the COR (Exhibit A, CDRL Data Item No. A001). The report may be provided in contractor format (subject to COR approval). The report is due no later than fifteen (15) business days after the end of each month. The report will include the following:

- a. Contractor name and address;
- b. Contract and subcontract number (if applicable);
- c. Date of Report;
- d. Period covered by report;
- e. Executive Summary;
- f. Performance related work issues;
- g. Work accomplished per labor category;
- h. Hours charged against the task order per labor category;
- i. Problems and issues during report period and planned action for period following the period in which the report was submitted.

(b) The contractor shall also provide a Financial Status Report (Exhibit A, CDRL Data Item No. A002). The report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site:

<http://www.onr.navy.mil/en/Contracts-Grants/manage-contract.aspx>

Format for the financial status report may be updated during the life of the website (or any successor website identified via administrative modification to the contract) and the contractor will be notified that an updated version shall be used for future submissions. The report is due no later than fifteen (15) business days after the end of each month.

4.2 Annual Summary Report(s)

The contractor shall prepare an annual status report, due no later than thirty (30) calendar days after the end of the period of performance. This report shall document cumulative work performed during the reporting period to include,

but not limited to, project status reports, technology acquisition status reports, and other related reports. Contractor format is acceptable (subject to COR approval) (Exhibit A, CDRL Data Item No. A003).

4.3 Technical Reports

For major efforts undertaken within Section C, paragraphs 2.2 and 2.3, as requested by Code 33 MT, the contractor shall provide paper and electronic copies of reports, briefings, and analyses conducted for during the term of this contract (Exhibit A, CDRL Data Item No. A009)

4.4 Standard Operating Procedures

The contractor shall document standard operating procedures (SOPs) for recurring Navy ManTech support tasks. A report containing the current SOPs shall be delivered annually. Contractor format is acceptable (subject to COR approval) (Exhibit A, CDRL Data Item No. A005).

4.5 Other Reports

The contractor shall provide written reports, presentations, and support documents related to the technical analysis and work effort on behalf of the subject projects as required (Exhibit A, CDRL Data Item No. A005). Specific known reports in this category include:

- a. Draft presentations, reports and spreadsheets. The contractor shall provide both soft copy (electronic) and hard copy formats for drafts, presentations, data, technical reports, studies and analysis, and other reports as required. (Exhibit A, CDRL Data Item No. A009)
- b. Annual Navy ManTech project book. Format to be proposed by contractor and approved by government prior to report development each year. Contains page description of each active ManTech project. (Exhibit A, CDRL Data Item No. A006)
- c. Annual Navy ManTech Points of Contact Directory. Format to be proposed by contractor and approved by government prior to report development each year. Contains a description of the Navy ManTech program, describes the investment strategy, highlights recent successes and provides a comprehensive list of government and ManTech Center of Excellence contacts. (Exhibit A, CDRL Data Item No. A007)
- d. Annual Navy ManTech Implementation Report. Format will be provided by ONR to maintain data consistency with prior reports. Contains listing of projects with results implemented during the fiscal year and catalogs what technology was implemented and where it is in use. (Exhibit A, CDRL Data Item No. A004)
- e. Meeting Minutes. The contractor shall produce a record of meeting briefs and discussion including detailed minutes, action items, attendee listings. (Exhibit A, CDRL Data Item No. A010)
- f. Project Implementation Risk Assessments. The contractor shall provide implementation risk assessments reports for projects reviewed at platform Navy ManTech program reviews occurring approximately every 6 months. (Exhibit A, CDRL Data Item No. A008)
- g. Platform Affordability Reports. These spreadsheets capture the cost savings estimates for all projects in each platform portfolio (DDG-51, LCS, JSF etc.). Reports must be updated every 6 months with input from the ManTech COEs, Program Officers, acquisition programs and industry. (Exhibit A, CDRL Data Item No. A015)
- h.

4.5 Quality Control Plan

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the contract.

The Quality Control Plan (QCP) shall detail the plan the contractor will employ during contract performance. The Government will monitor the QCP during contract performance to ensure that the contractor is performing in accordance with the QCP. The contractor shall provide a final QCP within fifteen (15) business days of task order award. After acceptance of the QCP, the contractor shall obtain the Contracting Officer's approval in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes (Exhibit A, CDRL Data Item No. A011).

4.6 Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's Quality Control Plan and the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the PWS. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of the surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (see Attachment No. 1).

4.7 Individual Travel Worksheets and Reports

The contractor shall provide Individual Travel Worksheets and Reports in accordance with Exhibit A, CDRL Data Item No. A012 prior to any travel from the contractor's worksite location, detailing the costs of that travel, to the COR for written approval prior to any travel. Travel must meet the requirements of the Joint Travel Regulations. In addition, travel reports are required no later than 30 calendar days after the conclusion of the travel. The report shall contain dates; locations of travel; purpose; total cost breakdown of travel to include: per diem rates, hotel costs, car rental costs; the identity of other ONR personnel traveling with contractor support personnel; unusual cost items (including registration fees) incurred; tasks performed; and accomplishments. If documentation such as meeting minutes or PowerPoint presentations were distributed over the course of the travel, a copy shall be included with the report. Contractor format is acceptable, with approval of the format by the COR.

4.8 Master Travel Log Report

The contractor shall maintain a master log of completed travel for all individuals traveling under this task order. The log shall include travel dates, destination, purpose, and cost breakdown to include airfare, mileage, lodging, per diem, rental car, taxi, and other miscellaneous costs. The contractor shall provide a copy of this report quarterly to the COR in accordance with Exhibit A, CDRL Data Item No. A013. Contractor format is acceptable, with approval of the format by the COR.

5.0 Conference and Meeting Space

Throughout the performance of the technical tasks/requirements, use of the contractor's conference facilities may be required to host SECRET meetings or conferences. The contractor shall have access to meeting space that can accommodate SECRET level events for up to 20 attendees. The conference space must be within ten (10) miles of ONR's Headquarters in

Arlington, Virginia and no more than one mile from a Metrorail station in Virginia. For meetings and conferences that exceed 20 attendees, the cost of the space may be leased and charged as an Other Direct Cost.

However, the contractor shall not incur any direct costs for conference or meeting space under this award without the prior written concurrence of the ONR's Conferences, Events & Exhibits Communications Manager or the Director of the Corporate Strategic Communications Office, who will ensure compliance with ONR Instruction 5050.7B. The Contracting Officer Representative (COR) listed in your order will obtain the written concurrence from the individuals above.

6.0 ACKNOWLEDGEMENT OF SPONSORSHIP

(a) As used in DFARS 252.235-7010, 'Acknowledgement of Support and Disclaimer,' "material" also includes but is not limited to, news releases, letters to the editor, articles, abstracts, manuscripts, brochures, advertisements, photos, films, videos, slides, charts, graphs, drawings, speeches, trade association meetings, symposia, etc.

(b) Nothing in the foregoing shall affect compliance with the requirements of the clauses of this contract entitled "Disclosure of Information" (252.204-7000) and "Security Requirements" (FAR 52.204-2 and Alternate I) if such clause is a part of the contract.

(c) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

7.0 KEY PERSONNEL

a. The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel." No substitutions may be made except in accordance with this clause.

b. The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the COR and the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer and COR all proposed substitutions, in writing, at least 30 days in advance (60 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer and COR. Any proposed substitute must have qualifications equal to or superior to the qualifications of the individual proposed at the time of proposal submission. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

d. In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

(To be completed upon award)

<i>Labor Category</i>	<i>First/M/Last Name</i>
ManTech Support Manager	Mitchell, Sarah
Business Specialist	Maldonado, Madeline

8.0 STATEMENT OF WORK LANGUAGE IMPLEMENTING “THE DIB” MEMO

This language is included as of P00012

8.1 System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

- a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor’s facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government’s review of the SSPs at the Contractor’s facility.
- b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.
- c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor’s facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).
- d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor’s site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days’ notice to the Contractor.

8.2 Compliance to NIST 800-171

- a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.
- b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:
 - (1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;
 - (2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;
 - (3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and, ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

8.3 Cyber Incident Response:

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx. In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

8.4 Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

8.5 NCIS/Industry Monitoring

a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.